

MEMORANDUM OF UNDERSTANDING amount that was approved specifically

BETWEEN

**THE EL DORADO COUNTY DISTRICT ATTORNEY'S OFFICE AND THE
PARTICIPATING EL DORADO COUNTY
AND CITY LAW ENFORCEMENT AGENCIES**

HOLIDAY DRIVING UNDER THE INFLUENCE CAMPAIGN – AVOID THE 30

FUNDED BY

THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY

NO. 161-M1411

THIS MEMORANDUM OF UNDERSTANDING, entered into this 23RD day of July, 2013, by and between the EL DORADO COUNTY DISTRICT ATTORNEY'S OFFICE, hereinafter called "EDCDA" and the participating El Dorado County and City Law Enforcement Agencies, hereinafter called "LEAs," related to the Holiday Driving Under the Influence Campaign – Avoid the 30 Program hereinafter called "Avoid the 30 Program" funded by the State Office of Traffic Safety, hereinafter called "OTS."

WHEREAS, it is necessary and desirable that County and City Law Enforcement Agencies hereinafter called "LEAs" be retained for the purpose of performing professional services for the Avoid the 30 Program; the LEAs participating include the El Dorado County Sheriff's Office, City of Placerville Police Department, and City of South Lake Tahoe Police Department.

WHEREAS, EDCDA is one of the participating LEAs in the Avoid the 30 Program;

NOW, THEREFORE, IT IS HERBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by EDCDA and all LEAs.

During the term of June 1, 2013 through October 1, 2013, all LEAs participating in the Avoid the 30 Program shall provide DUI enforcement staff on an overtime basis as staffing levels allow for the Avoid the 30 Program during the holiday enforcement periods of June 1, 2013, through October 1, 2013. LEAs commit to participate in all project related enforcement activities as staffing levels allow, attend project related meetings to schedule and coordinate activities, and to encourage officers to emphasize DUI enforcement during all phases of the grant. EDCDA agrees to adhere to the OTS grant programmatic, financial and statistical reporting and understands that adhering to the requirements is necessary to be reimbursed for DUI enforcement activities conducted during the time periods of June 1, 2013, through October 1, 2013.

2. Payment.

- A. Maximum Amount. In full consideration of the services provided during holiday enforcement periods, the amount that EDCDA shall be obligated to pay for services rendered under this Memorandum of Understanding shall not exceed the dollar amounts set forth in the Avoid the 30 grant for the term of this Memorandum of Understanding. Funds are to be used solely for reimbursement of overtime, or straight time of non-overtime eligible employees, incurred by personnel such as a Sergeant, Officer, Corporal, Deputy, Community Services Officer, Reserve Officer, Traffic Technician, and Dispatcher depending on the titles used by the agency, while staffing DUI Enforcement activities in support of the Avoid the 30 Program during the time period of June 1, 2013 through October 1, 2013.
- B. Rate of Payment. All City LEAs will receive reimbursement for personnel costs through the Avoid the 30 Program for a total sum not to exceed the dollar amounts set forth in the Avoid the 30 grant \$58,282.00 for the term of this Memorandum of Understanding. The amount all participating LEAs will receive will be based on actual staff hours worked on DUI enforcement for the Avoid the 30 Program and as invoiced in accordance with Paragraph C, Invoice Requirements as stated below. Funding is solely for reimbursement of actual personnel costs incurred during DUI enforcement activities conducted during the Avoid the 30 enforcement period.
- C. Invoice Requirements. Invoices shall include dates and hours worked, personnel's name, personnel's actual overtime or salary rate, number of hours worked, and total dollars requested for overtime reimbursement. County, City and/or City LEAs overhead and benefit costs will not be reimbursed. Invoices shall also include the statistics required by OTS as outlined in Item 3, Statistical Reporting.
- D. Time Limit for Submitting Invoices. All LEAs shall submit an invoice for services to EDCDA. EDCDA shall not be obligated to pay LEAs for the services covered by any invoice if any LEAs present the invoice to EDCDA more than thirty (30) days after the date LEAs render the services, or more than thirty (30) days after this Memorandum of Understanding terminates, whichever is earlier. Agencies will be reimbursed by EDCDA at the end of each quarter.

3. Statistical Reporting

All LEAs shall collect and report to EDCDA, the number of DUI Checkpoints paid with funds from this MOU. For each checkpoint, the following information must be collected and reported: Number of vehicles passing through checkpoint, number of vehicles screened, number of field sobriety tests conducted, number of DUI arrests, number of criminal arrests, and number of vehicles impounded.

4. Availability of Funds.

Payment of all services provided pursuant to this Memorandum of Understanding is contingent upon OTS funding the Avoid the 30 Grant with EDCDA. In the event that OTS does not fund EDCDA'S grant, EDCDA shall not be liable for any payment whatsoever. EDCDA may terminate this Memorandum of Understanding in accordance with the provisions of Section 8 below for unavailability of OTS funds.

5. Alteration of Memorandum of Understanding.

This Memorandum of Understanding is entire and contains all of the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

6. Records.

A. Access. LEAs agree to provide to EDCDA, to any Federal or State department having monitoring or reviewing authority, to authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State and local statutes, rules and regulations and this Memorandum of Understanding, and to evaluate the quality, appropriateness and timeliness of services performed, for a period of at least three (3) years from the termination date of this Memorandum of Understanding, or until audit findings are resolved, whichever is greater.

B. Retention. EDCDA shall maintain and preserve in its possession all records relating to this Memorandum of Understanding for a period of at least three (3) years from the termination date of this Memorandum of Understanding, or until audit findings are resolved, whichever is greater.

7. Compliance with Applicable Laws.

All services to be performed by EDCDA and all LEAs pursuant to this Memorandum of Understanding shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances and regulations.

8. Term of the Agreement.

Subject to compliance with the terms and conditions of this Memorandum of Understanding, the term of this Memorandum of Understanding shall be from June 1, 2013 through October 1, 2013. This Memorandum of Understanding may be terminated by EDCDA or any LEAs at any time upon seven (7) days written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding, Number 161-M1411, on the day and year last written below.

COUNTY OF EL DORADO

Dated: 8/6/13

By: 

Ron Briggs, Chair
Board of Supervisors

ATTEST:

James Mitrison,
Clerk of the Board of Supervisors

Dated: 8/6/13

By: 

Marcie MacFarland
Deputy Clerk

By: 

Mike Scott, Acting Chief
Placerville Police Department

Dated: 7/23/13

By: 

Vern R. Pierson, District Attorney

Dated: 8/6/13